

I. REMARKS

In response to the Office Action mailed October 18, 2007, please reconsider the application in view of the following remarks.

In the Office Action, claims 1-5, 7, 15-1, 25-27, 29-36, 44-46, 54-55, 58, 63, 65-69, 71, 73, 75, 77, 79, 81-85, 87, 89, 91, 93, 95-102, 104, 106, 126-138, 161-167, 169, 171, 173, 175 and 179 have been rejected under 35 USC Sec. 112. The Examiner contends that the claims are indefinite for omitting an essential step. The rejection, or rather rejections, are more precisely stated in the Office Action, and each is respectfully traversed as more particularly set out below. First, though, the Examiner's attention is drawn to the MPEP as follows:

2173.04 Breadth Is Not Indefiniteness

Breadth of a claim is not to be equated with indefiniteness. *In re Miller*, 441 F.2d 689, 169 USPQ 597 (CCPA 1971). If the scope of the subject matter embraced by the claims is clear, and if applicants have not otherwise indicated that they intend the invention to be of a scope different from that defined in the claims, then the claims comply with 35 U.S.C. 112, second paragraph.

As to one rejection, the Examiner contends that the claim is indefinite because it does not specifically point out the manner in which the (system determined) purchase price is calculated. Further, Examiner contends that the claim fails to specify any relationship between the system determined purchase price and the price the buyer is willing to pay.

In response, the rejections are respectfully traversed as being improper pursuant to MPEP Sec. 2173.04 and not a violation of Sec. 112. The manner in which the (system determined) purchase price is calculated is a matter of breadth of the claim rather than indefiniteness. While a claim element requires the price to be calculated, in order to be precise, the claim need not be limited to a particular manner – this is a matter of breadth. With regard to the contention regarding the system-determined purchase price and the price a buyer is willing to pay, the claims being directed to a bidder type of system, there is no necessity to specify a relationship between the

price a particular buyer is willing to pay and the system-determined purchase price as long as there is at least one buyer with a price he/she is willing to pay and there is a system-determined purchase price. These necessary elements, as more precisely stated in the claims, are included in the claim language and are sufficient to avoid a violation of Sec. 112. Any additional limiting claim elements would relate to statutorily unnecessary restriction on the breadth of the claim rather than to indefiniteness

The Office Action also contends that the claim recites various attributes of property in defining the input price, however, there is no relationship of the attributes to the system-determined purchase price. In response, it is believed to be well-known in electrical engineering that an electrical device can be specified by the input and output of the device, which the claim language does. The claim language, for example, defines as follows:

the input signals

wherein the input signals represent data associated with a price a buyer is willing to pay for property that includes an income-producing security that is not a tax-exempt security and is not a fixed-income security, wherein most income produced by the income-producing security is tax-exempt

the output signals

wherein the modified signals represent a system-determined purchase price for the property in consummating a sale of the property

and specifies processing to get from the input to the output

the processor programmed to change the input signals to produce modified signals, and the output device to receive the modified signals from the processor....

The claim provides for changing precisely defined input signals into precisely defined output signals. Any additional claim elements that limit the manner of the processing would go to the issue of the breadth of the claim rather than indefiniteness.

The Office Action further contends that the claim fails to identify elements of the program. In response, it is respectfully submitted that, for the reasons discussed in the preceding

paragraph, the particular elements of the program go to the issue of breadth and not indefiniteness.

The Office Action additionally contends that the language in claims 65 and 81 is indefinite due to the use of the language “at least some of the input signals.” In response, the rejection is traversed. Use of *any* of the input signals meets this precise requirement. Accordingly, the rejection goes to breadth and not indefiniteness.

In sum, the subject matter embraced by the claims is clear, and it is believed that the rejections are directed to breadth rather than to indefiniteness. Further, it is respectfully submitted that the rejected claims have not been shown to violate Sec. 112, and favorable action is requested.

Previously Applicant amended the claim of priority, to which the Examiner's attention is now drawn. Applicant is uncertain as to whether the amendment was properly made and respectfully requests that the Examiner call the undersigned to ensure proper priority.

APPLICANT CLAIMS SMALL ENTITY STATUS. The Commissioner is hereby authorized to charge any fees associated with the above-identified patent application or credit any overcharges to Deposit Account No. 50-0235. Please direct all correspondence to the undersigned at the address given below.

Respectfully submitted,



Date: April 18, 2008

Peter K. Trzyna
(Reg. No. 32,601)
(Customer No. 28710)

P. O. Box 7131
Chicago, Illinois 60680-7131

(312) 240-0824